entertain a cross-libel and the fault of both parties was shown to have caused the collision complained of, judgment for the libellants was entered conditional upon payment to the claimants of a moiety of the loss incurred. *The Seringapatam*, 3 Wm. Rob. 38. In similar cases, where a sovereign is plaintiff, the same practice should be followed, thus applying the general rule that in actions brought by sovereigns the law should be applied as between individuals, at the same time without infringing upon any prerogative of sovereignty. A condition precedent to the right to sue is not imposed, but the court acts in the only way in which it has authority to act. This result has practically been reached in several English decisions, though the principles suggested were not fully considered. *Prioleau* v. *U. S.*, L. R. 2 Eq. 659; *U. S.* v. *Wagner*, L. R. 2 Ch. App. 582. In these cases, however, the plaintiff was a foreign sovereign; yet the same rule should apply where the plaintiff is a domestic sovereign, since he also is entitled to no special privilege other than that mentioned. *U. S.* v. *Pacific R. R. Co.*, 105 U. S. 263.

In the principal case, therefore, it might well be within the discretion of the court to stay the original proceedings until the United States should consent to the filing of the cross-libel. But if both parties were at fault, judgment for the government should be entered only upon the condition of payment to the claimants of the sum to which they are entitled, even though such payment cannot be ordered. *The Seringapatam*, *supra*. See *The Sapphire*, 11 Wall. 164.

Citizenship of Civil Law Commercial Societies. — The United States and Chilean Claims Commission, whose work is nearing completion in Washington, in the case of *Chauncey* v. *Chile* has recently dismissed the claim of Alsop and Company, a commercial society formed in Chile by American citizens, upon the ground that the treaty between the United States and Chile, 27 Stat. 965, gave the commission jurisdiction only over claims of citizens of the United States against Chile and of Chilean citizens against the United States, whereas the claim of Alsop and Company was on behalf of a citizen of Chile against its own government.

Alsop and Company belonged to that class of commercial societies known under the civil law, and hence under the law of Chile, as a *société en commandite simple*, in which some of the members have limited, and some unlimited, liability. In this respect, though differing in nearly every other feature, the company was analogous to an English or American limited partnership, which, unlike a corporation, does not constitute a juridical person under the common law rule. But the civil law makes no such distinction between the different forms of business societies, the *collectif*, the *commandite simple*, the *commandite par actions*, and the *anonyme*, the latter closely resembling our corporations. All four form juridical persons, either by express enactment, Civil Code of Chile, art. 2053, or by construction, Pont, Explication du Code Civil, § 814; and this personality continues even after the society, as in the principal case, has entered into liquidation. 2 Lyon-Caen et Renault, Droit Commercial, 241.

As far as corporations are concerned, the rule is settled that juridical persons take the nationality of the country where they are created and

have their domicil. *Long* v. *Commissioners*, 2 Knapp P. C. 51; *The Queen* v. *Arnaud*, 16 L. J. N. S. 50. Since the civil law societies, or so-called partnerships, are as much juridical persons as are English or American corporations, this rule was properly applied by the commission to a *société en commandite*. 2 Calvo, Droit International, 227, § 737; *Liverpool, etc., Co.* v. *Agar et al.*, 14 Fed. Rep. 615. The dissenting opinion of the Commissioner for the United States is based upon the erroneous conception that the civil law recognizes a distinction between business organizations similar to the common law distinction between corporations and partnerships. Ordinarily a government will not intervene on behalf of its citizens for injuries to a foreign corporation in which they are interested, upon the ground that such corporations are citizens of the country where created. U. S. Foreign Affairs, 1866, part iii. 522, 525. It is argued in the dissenting opinion that the application of this rule to civil law commercial societies, as in the principal case, gives unequal privileges to foreigners who form partnerships in the United States or England, and persons forming such a society as Alsop and Company in other countries. But this objection has no weight, since those who desire to carry on business in a foreign country where the civil law prevails can do so through partnerships or corporations formed in their native country. If business men desire to form companies in foreign countries they must accept the disadvantages as well as the benefits necessarily resulting. They do not become denationalized, but they choose to act through a foreign citizen. Furthermore, in such cases a citizen does not entirely lose the protection of his own government. *Le More* v. *U. S.*, 4 Moore International Arbitrations 3311.

The decision in the principal case is also of interest in connection with an anomalous rule applied by the federal courts. It is held, in an action by or against a corporation, where jurisdiction depends upon the citizenship of the parties, that the real parties are the stockholders, and that they are "conclusively presumed" to be citizens of the state or country in which the corporation was created. *Steamship Co.* v. *Tugman*, 106 U. S. 118. This legal fiction reaches a result identical with that of the principal case; but the rule of this case, that the corporation is the real party, and for purposes of jurisdiction is a citizen of the state or country where created, seems more logical, and is not without the support of authority. *Bank* v. *Devreau*, 5 Cranch 62, 89 (*semble*); *Louisville R. R. Co.* v. *Letson*, 2 How. 497.

Scope of the Remedy of Interpleader. — The equitable remedy by bill of interpleader seems always to have been regarded by the courts with peculiar jealousy and surrounded by unfortunate and unnecessary restrictions. This tendency is illustrated by a recent decision under a statute allowing interpleader by motion, the statute being, as is usual in such cases, construed as not extending the scope of the equitable remedy, but only introducing it under different procedure into courts of law. A purchaser, who was sued for the contract price of chattels sold and delivered to him, was denied the right to interplead his vendor and one Coleman, who claimed to be the owner of the chattels, which he alleged had been converted by the vendor. *Coleman* v. *Chambers*, 29 So. Rep. 58 (Ala.). One ground of the decision was that the adverse claims were not for the